

40 North Central Avenue  
Phoenix, Arizona 85004-4429  
Facsimile (602) 262-5747  
Telephone (602) 262-5311

Randolph J. Haines-State Bar No. 005440  
Email address: rjh@lrlaw.com

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.  
1900 Pennzoil Place - South Tower  
711 Louisiana  
Houston, Texas 77002  
Telephone (713) 220-5800  
Facsimile (713) 236-0822

H. Rey Stroube, III-Texas State Bar No. 19422000  
S. Margie Venus-Texas State Bar No. 20545900  
Email address: efiler@akingump.com

Attorneys for Debtor BCE West, L.P., et al.

**FILED**

**JUL 23 1999**

KEVIN E. O'BRIEN, CLERK  
UNITED STATES  
BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF ARIZONA**

In Re:	)	Chapter 11
BCE WEST, L.P., et al.,	)	Case Nos. 98-12547
	)	through 98-12570-ECF-CGC
Debtors.	)	Jointly Administered
EID # 38-3196719	)	<b>SECOND ORDER AMENDING</b>
	)	<b>AGREED ORDER AUTHORIZING</b>
	)	<b>USE OF CASH COLLATERAL AND</b>
	)	<b>GRANTING CERTAIN ADEQUATE</b>
	)	<b>PROTECTION RELIEF TO THE 1995</b>
	)	<b>LENDERS</b>

This matter comes to be heard on the Motion of BCE West, L.P. ("BCI") and the other above-captioned Debtors (collectively, the "Debtors") to amend certain provisions of the Agreed Final Order Authorizing Use of Cash Collateral and Granting Certain Adequate Protection Relief to the 1995 Lenders, which was entered on November 4, 1998 (the "Original Order"), as amended by the Order Amending Agreed Order Authorizing Use of Cash Collateral and Granting Certain Adequate Protection Relief to the 1995 Lenders, which was entered on February 26, 1999 (the "February, 1999 Order; the Original Order, as amended by the February, 1999 Order, shall be

1 referred to as the "1995 Order"). Unless otherwise defined herein, capitalized terms used herein  
2 shall have the meanings ascribed to such terms in the 1995 Order (provided, that the term "Credit  
3 Agreement," as used in the 1995 Order and herein shall mean the Debtor in Possession Credit  
4 Agreement dated as of October 5, 1998, as amended by Amendment Nos. 1 through 3 to the  
5 Debtor in Possession Credit Agreement, and as it may be further amended from time to time in  
6 accordance with its terms.)  
7

8 THE COURT HAS BEEN ADVISED THAT THE DEBTORS AND THE AGENT  
9 HAVE STIPULATED TO THE FOLLOWING:

10 A. Pursuant to the Provisions of the Original Order, the Debtors agreed to pay the  
11 1995 Lenders, as partial adequate protection and on a monthly basis, cash in an amount equal to  
12 the interest accruing on the Prepetition Indebtedness (at the non-default rate prescribed in the  
13 Prepetition Agreements) (the "Periodic Payments"), in addition to certain other payments  
14 specified in the 1995 Order.  
15

16 B. Pursuant to the February, 1999 Order, and subject to the terms and conditions  
17 thereof, the Debtors were permitted to defer the Periodic Payment due to the 1995 Lenders on  
18 March 1, 1999, April 1, 1999, May 1, 1999, and June 1, 1999, until the "Commitment  
19 Termination Date" (as defined in the Credit Agreement).  
20

21 C. The Debtors have requested that the DIP Lenders amend certain provisions of the  
22 Minimum System EBITDAL Covenant as well as the Budget for retail periods 7 through 13 of  
23 1999. However, the DIP Lenders have agreed to waive such requirements only for retail period 7  
24 through August 25, 1999.  
25  
26

1 D. In connection with the Debtors' request to amend certain provisions of the DIP  
2 Facility, the Debtors have (i) proposed to the DIP Lenders that the Debtors defer the Periodic  
3 Payments due the 1995 Lenders (as well as comparable payments to the 1996 Lenders) on July 1,  
4 1999, August 1, 1999, and September 1, 1999 (collectively, the "Designated Payments") until the  
5 Commitment Termination Date; and (ii) requested the Agent to consent to the Debtors' continued  
6 use of Cash Collateral in accordance with the terms of the 1995 Order notwithstanding the  
7 Debtors' proposed deferral of the Designated Payments.  
8

9 E. The Agent is prepared to consent to the Debtors' continued use of Cash Collateral  
10 in accordance with the 1995 Order, notwithstanding the Debtors' deferral of the Designated  
11 Payments subject to the terms and provisions of this Order.  
12

13 ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED AND DECREED THAT:

14 1. Subject to the terms and conditions of the 1995 Order and this Order and provided  
15 that the Court enters an order approving an amendment to the DIP Facility on terms acceptable to  
16 the Agent, the Debtors may continue to use Cash Collateral in accordance with the Budget  
17 approved by the DIP Agents and notwithstanding the Debtors' deferral of the Designated  
18 Payments until such time as the Agent's consent is terminated in accordance with the 1995 Order  
19 (for reasons other than the Debtors' deferral of the Designated Payments) or the terms hereof.  
20

21 2. If and to the extent that the Debtors defer payment of one or more of the  
22 Designated Payments (collectively, the "Deferred Payments"), the Debtors' obligation to pay the  
23 Deferred Payments shall be a postpetition obligation of the Debtors' estates, subject to the  
24 ultimate allowance of the 1995 Lenders' claims for postpetition interest under §506(b) of the  
25 Code. As such, the Deferred Payment obligation (i) shall be secured by the postpetition liens and  
26

1 security interests specified in Sections 3 and 4 of the Original Order, and (ii) shall be entitled to  
2 §364(c)(1) priority status as provided in Section 5 of the Original Order to the extent that the  
3 value of the replacement liens and security interests granted to the Agent proves to be inadequate.

4 3. The reference to "Deferred Payments" in Section 7 of the 1995 Order shall include  
5 Deferred Payments as defined both in the February, 1999 Order and this Order.

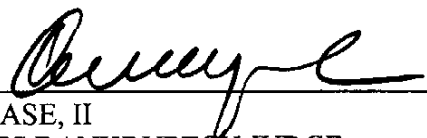
6  
7 4. The Agent shall have the right to terminate the Debtors' right to use Cash  
8 Collateral pursuant to the terms of the 1995 Order and this Order (i) upon the termination of the  
9 Debtors' right to use the 1996 Lenders' Cash Collateral, (ii) upon the Debtors' failure to pay in  
10 full the Deferred Payments on or before the Commitment Termination Date, or (iii) 3 business  
11 days after the Agent has delivered to respective counsel for the Debtors and the Committee  
12 written notice setting forth a default in the performance of any obligation of any Debtor under the  
13 1995 Order as amended hereby. Nothing contained herein shall limit the Debtors' right to seek  
14 Court authority to use Cash Collateral over the objection of the 1995 Lenders in the event that the  
15 Agent terminates the Debtors' authority to use Cash Collateral in accordance with this paragraph.

16  
17 5. Nothing contained herein shall limit or impair the rights of the 1995 Lenders to  
18 seek adequate protection payments at any time as compensation for any reduction in the value of  
19 the 1995 Lenders' collateral, or the right of the Debtors and any other parties in interest, including  
20 the Official Committee of Unsecured Creditors, to contest the same.

21  
22 6. Except as explicitly amended by the terms hereof, the terms and provisions of the  
23 1995 Order shall remain in full force and effect.

24 DATED: July 23, 1999.  
25  
26

July 23, 1999



CHARLES G. CASE, II  
UNITED STATES BANKRUPTCY JUDGE

Consented to:

BCE WEST, L.P.,  
BOSTON CHICKEN, INC.,  
BC BOSTON, L.P.,  
BC GOLDENGATE, L.L.C.,  
BC GREAT LAKES, L.L.C.,  
BC HEARTLAND, L.L.C.,  
BC NEW YORK, L.L.C.,  
BC REAL ESTATE INVESTMENTS, INC.,  
BC SUPERIOR, L.L.C.,  
BC TRI-STATES, L.L.C.,  
B.C.B.M. SOUTHWEST, L.P.,  
BCI ACQUISITION SUB, L.L.C.,  
BCI MASSACHUSETTS, INC.,  
BCI MAYFAIR, INC.,  
BCI R&A, INC.,  
BCI SOUTHWEST, INC.,  
BCI WEST, INC.,  
BUFFALO P&L FOOD SERVICE, INC.,  
FINEST FOODSERVICE, L.L.C.,  
MAYFAIR PARTNERS, L.P.,  
MID-ATLANTIC RESTAURANT SYSTEMS, INC.,  
P&L FOOD SERVICES, L.L.C.,  
PROGRESSIVE FOOD CONCEPTS, INC., AND  
R&A FOOD SERVICES, L.P.

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By: Randolph J. Haines

One of their Attorneys

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.  
H. Rey Stroube, III  
S. Margie Venus  
1900 Pennzoil Place – South Tower  
711 Louisiana  
Houston, Texas 77002  
(713) 220-5800  
(713) 236-0822 (fax)

LEWIS AND ROCA LLP  
Randolph J. Haines  
40 North Central Avenue  
Phoenix, Arizona 85004-4429  
(602) 262-5764  
(602) 262-5747 (fax)

CITIZENS BANK OF RHODE ISLAND,  
As Agent for the 1995 Lease Participants

By: Andrew D. Gottfried

One of their Attorneys

MORGAN, LEWIS & BOCKIUS L.L.P.  
Richard S. Toder  
Andrew D. Gottfried  
101 Park Avenue  
New York, NY 10178-0060

OSBORN MALEDON P.A.  
Alisa C. Lacey  
2929 North Central Avenue, Suite 2100  
Phoenix, AZ 85067-6379